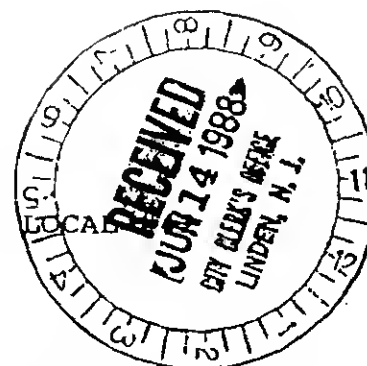


Linden, City of  
and  
Linden P.B.A., Local 42  
AGREEMENT

between

CITY OF LINDEN, NEW JERSEY and LINDEN P.B.A.



ARTICLE I. PARTIES TO AGREEMENT

This is an agreement made effective the first day of January, 1987, between the City of Linden, (hereinafter referred to as "City"), a Municipal Corporation, situated in the County of Union, and State of New Jersey, and the New Jersey State Policemen's Benevolent Association, Local 42 (hereinafter referred to as "P.B.A."), situated in the City of Linden, County of Union and State of New Jersey, representing the full time sworn employees of the Police Department of the City.

ARTICLE II. AREA OF NEGOTIATION

The City and the P.B.A. recognize that cooperation between the City and the members of the Police Department is necessary to accomplish the purposes for which the Police Department has been established and that such cooperation rests squarely on mutual understanding arrived at through collective negotiation. Therefore, the City hereby agrees that the P.B.A. has the right to negotiate rates of pay, hours of work, fringe benefits, other working conditions and procedures for the settlement and resolution of disputes and grievances.

ARTICLE III. RESPONSIBILITY OF PARTIES TO THIS AGREEMENT

Section 1 - Unit To Be Recognized

The City hereby recognizes the P.B.A. as the exclusive majority representative within the meaning of N.J.S. 34:13A-1.1, et seq., as amended, of all permanent police officers employed by the City excluding all superior officers. Should a dispute arise as to the employees who constitute an appropriate unit, the Public Employment Relations Commission or its designee shall investigate on its merits.

Section II - Responsibilities of Parties

The City and the P.B.A. on behalf of its members accept responsibility to follow the procedures set forth in this Agreement for the settlement of issues and disputes. The P.B.A. will not permit its members, and it does hereby agree for its members, not to engage in any strike or participate in any stoppage or cessation of work in any form, nor sanction any members leaving, pending settlement of issues and disputes. The City and the P.B.A. will not, during the term of this Agreement, change any provision set forth herein; nor will the City in any manner cause, order, approve, participate in, or condone any lockout.

X January 1, 1987 - December 31, 1989

## ARTICLE IV. HOURS OF WORK AND OVERTIME

### Section I - Hours of Work

- A. The hours of employment for all members of the bargaining unit who are or may be assigned to the Patrol Division and the Police Officers of the Traffic Bureau shall be as follows:

1. Four (4) consecutive days on duty followed by four (4) consecutive days off duty provided that no police officer will be scheduled to work more than ten and three-quarters (10-3/4) hours in any one day, nor an average of more than thirty-seven and one-half (37½) hours per week in any eight (8) consecutive week calendar period.

The foregoing hours of employment shall be changed back to the four (4) days on, two (2) days off, eight (8) hours per day work schedule, only if in the best interests of the City, as determined by the City, and after thirty (30) days prior written notice to the P.B.A.

2. Each Police Officer working in the Patrol Division and the Police Officers (excluding superior officers) of the Traffic Bureau shall be assigned, on the basis of rank seniority, preference to one (1) of five (5) daily shifts of ten and three-quarters (10-3/4) hours each.
3. Probationary Police Officers will not be assigned permanently until after a minimum of six (6) months service in the Department.
4. In the event of an emergency as defined in Article IX, Section 1, paragraph 4 hereof, and provided volunteer police officers acceptable to the Chief of Police are not available, officers may be assigned without regard to seniority to a particular shift for a period of time not to exceed eight (8) calendar weeks.
5. Upon completing a temporary assignment, each officer will be returned to his original shift schedule.

- B. The hours of employment for all bargaining unit members other than those assigned to the Patrol Division and the Police Officers of the Traffic Bureau during the year shall be as follows:

1. Four (4) consecutive days on duty followed by three (3) consecutive days off duty; provided that no police officer will be scheduled to work more than nine (9) hours twenty-three (23) minutes in any one day.

2. The foregoing hours of employment shall be changed back to the four (4) days on, two (2) days off, eight (8) hours per day work schedule, only if in the best interests of the City, as determined by the City, and after thirty (30) days prior written notice to the P.B.A.

Additionally, each officer so assigned will receive eighteen (18) days off with pay annually; said days must be scheduled in advance, subject to the Chief's approval.

- C. Except in emergency, as defined in Article IX, Section I Paragraph 4, hereof, no change or modification of an employee's regular scheduled tour of duty shall occur without seven (7) calendar days advance written notice to officer of such change by the Chief or his designee.
- D. In an emergency, as defined in Article IX, Section I, Paragraph 4, hereof, the Chief or his designee shall be allowed to summon and keep on duty as many officers as either shall deem necessary to cope with said emergency.

## Section 2 - Overtime

1. Overtime at the rate of one and one-half (1½) times an officer's hourly rate of pay shall be paid to any officer who is required to work in excess of a regular scheduled daily tour of duty.
2. Overtime at the rate of one and one-half (1½) times an officer's hourly rate of pay shall be paid to any officer who is required to appear in Court, (Municipal, County, or Grand Jury), at the Court's request, and such appearance is in relation to his duty as an officer and outside of his scheduled hours of work. There shall be no overtime for Civil Court cases.
3. When an officer is held over to work beyond his regular scheduled daily tour of duty, each hour of overtime shall be paid as follows: If such overtime shall be less than eleven (11) minutes, no overtime payment shall be made; if such overtime should be less than thirty (30) minutes, but greater than ten (10) minutes, one-half (½) hour of overtime shall be paid; if such overtime shall be less than sixty-one (61) minutes of overtime, but greater than thirty (30) minutes, one (1) hour of overtime shall be paid.
4. In the event that an officer is required to work on any of his scheduled holidays or called off vacation, he shall be entitled to overtime at the rate of one and one-half (1½) times his hourly rate of pay plus his regular day's pay. If an officer is required to work on said days for less than two (2) hours, he shall be paid minimum of two (2) hours at his overtime

rate in addition to his day's pay.

### Section 3 - Call In Pay

1. Any officer having completed any tour of duty and is dismissed at the end thereof and who is recalled back to duty, shall receive a minimum of two (2) hours work or pay at his prevailing overtime rate, even though working less than (2) hours. (For annual inspection officers will not receive overtime pay.)
2. The call in pay referred to in Section 3.1 hereof shall not apply in those instances where the employee is recalled to duty for the purpose of correcting errors in any report which the employee submitted during that tour of duty.

### Section 4 - Rules Governing Overtime

1. Except in emergency situations, as defined in Section 3.1 hereof, overtime shall be rotated among those officers in their respective divisions who choose to be listed on the overtime roster. Officers on limited duty for medical reasons shall be excluded from the overtime list. Any officer refusing an assignment of overtime shall be charged as having worked and placed on the overtime roster accordingly.
2. Any officer working overtime shall record said amount of overtime and date of such overtime on a form specifically provided for the department head.
3. For the purpose of calculating an officer's overtime hourly rate of pay only, his highest annual base salary shall be divided by 1,950 hours (52 weeks times 37.5 hours). For the purpose of calculating an officer's daily vacation and sick leave rates of pay, his highest annual base salary shall be divided by two hundred sixty (260) days.

For the purpose of the within paragraph, "highest annual base salary" shall be defined as follows: An officer's highest annual base salary shall be his annual base salary entitlement plus any eligible earned longevity pay, educational credit compensation and detective investigative status pay.

4. The City shall pay overtime in the second pay period following the date on which the overtime hours were worked.
5. For those officers who are called to duty on their time off for full dress inspection, two (2) hours compensatory time will be granted. Those officers held over for such full dress inspection shall receive equal time off for time held over.

## Section 5 - Compensation For In-Service Training While Off-Duty

1. Off duty police officers attending in-service training conducted within the Linden Police Department shall receive compensatory time at the rate of one and one-half (1½) times the officer's hourly rate of pay for each hour of training. Such training shall include C.P.R., First Aid, Fire Arms, etc.
2. Off duty police officers attending in-service training at other than the Linden Police Department from one (1) to four (4) days shall receive compensatory time of ten and three quarter (10 - ¾) hours, or nine (9) hours, twenty (20) minutes for each training day, depending on the officer's regularly scheduled workday. One (1) day of compensatory time shall be given for each day of training attended. Compensatory time shall be used within the same pay period it is accumulated, or at the discretion of the Police Chief or his designee.
3. Off duty police officers attending in-service training at other than the Linden Police Department for a period of five (5) days or more shall receive compensatory time for the time spent in training in a manner determined by prior mutual agreement between the particular officer and the Chief of Police, or his designee.
4. Except as stated above, time accumulated by police officers as compensation for time spent in training may be used within a reasonable period of time. It may be carried from one year to the next, provided it does not exceed a maximum of twenty-one and one-half (21½) hours for officers assigned to a four (4) and four (4) work schedule, and eighteen (18) hours, and forty (40) minutes for officers assigned to a four (4) and three (3) work schedule.
5. In the event of termination of employment, payment shall be made to any police officer who has unused compensatory time up to a maximum of twenty-one and one-half (21½) hours or eighteen (18) hours and forty (40) minutes as stated above. Such hours shall be paid at the regular hourly rate in effect at the time these hours were accumulated.

## ARTICLE V. VACATIONS AND HOLIDAYS

### Section 1 - Vacations

1. Earned vacations are to be granted to all officers except those assigned to the Patrol Division in accordance with the following schedule, based on the estab-

lished annual salary pay rates.

<u>Years of Service</u>	<u>Amount of Vacation Time in Working Days</u>
1st year	1 day per month worked
1st through 5th year	12 working days per year
6th through 10th year	13 working days per year
11th through 15th year	17 working days per year
16th through 20th year	20 working days per year
21st through 25th year	23 working days per year
26th year and over	27 working days per year

2. Earned vacations are granted all officers assigned to the Patrol Division in accordance with the following schedule, based on their established annual salary pay rates.

<u>Years of Service</u>	<u>Amount of Vacation Time in Working Days</u>
1st year	1 day per month worked
1st through 5th	9 working days per year
6th through 10th year	10 working days per year
11th through 15th year	14 working days per year
16th through 20th year	17 working days per year
21st through 25th year	20 working days per year
26th year and over	24 working days per year

3. Scheduling vacations - all vacations shall be taken during the current year and vacation time shall not be accumulated, excepting for emergency. Seniority in rank shall govern.
4. The vacation period fiscal year shall be from the first (1st) of January to the thirty-first (31st) day of December each year.
5. Earned vacations for less than one (1) year of service shall be granted during the first (1st) full fiscal year of employment.
6. During the second (2nd) full fiscal year of employment and every year of employment thereafter, earned vacation shall be granted in accordance with the aforementioned schedule.
7. After the first (1st) full year of employment, the amount of vacation shall be determined by the anniversary date of employment. Such vacation shall be granted during the fiscal year of said anniversary date.
8. If any officer leaves the Department by choice or is terminated for reasons other than retirement or layoff, earned vacation reimbursement will be determined by the officer's anniversary date of employment.
9. All Vacations shall be granted at annual salary rates.

10. Officers shall be entitled to receive their vacation pay prior to taking their vacation time provided they submit a written request for same to the Chief of Police at least two (2) weeks prior to the start of each vacation period.

## Section 2 - Holidays

- 1.A. Each officer shall be granted nine (9) working days off annually with pay in lieu of time off on official holidays. Each officer, at his option, may work and receive straight time pay for seven (7) of said nine (9) days off with pay provided the Chief's Office is notified no later than April 1 of the calendar year of an officer's option to work four (4) of the seven (7) days and no later than October 1 of the calendar year to work the remaining three (3) days. However, any officer wishing to receive straight time pay for all seven (7) of said nine (9) days off, may do so only by notifying the Chief's Office no later than April 1 of the calendar year.

- 1.B An officer can take two (2) annual holidays in segments of one (1) hour or more upon approval of shift supervisor.

A police officer can carry over one (1) holiday to January 31st of the following year and it must be used by that date. When used, the day off must be requested a minimum of five (5) days in advance and subject to the Chief's final approval. Approval shall not be unreasonably withheld. Such holiday shall be paid at the rate at which it was accumulated.

2. All new employees will receive three (3) working days off with pay in lieu of all official holidays for every four (4) months or proportionate time for less than a four (4) month period to be worked in any calendar year.
3. Six (6) additional holidays shall be paid at straight time in lieu of time off, one each to be paid prior to April 1, July 1 and October 1, and three (3) prior to December 31 of each calendar year.
4. Only officers assigned to the Patrol Division and Traffic Bureau will be paid on the basis of a ten and three-quarter (10-3/4) hour day for each holiday paid in lieu of time off. All other officers will be paid on the basis of a nine and one-half (9½) hour day for said holidays paid in lieu of time off.
5. Qualifications for payment of each holiday in lieu of days off will be active employment for a minimum of six (6) weeks in each eight (8) calendar week period of the first forty-eight (48) calendar weeks of the year.

### Section 3 - Personal Days Off

1. Officers assigned to the Patrol Division only, will receive two (2) personal days off annually with pay. Each personal day off must be requested a minimum of five (5) days in advance and will be granted subject to the Chief's final approval, which shall not be unreasonably withheld.
2. Personal days must be used during each calendar year.
3. Upon retirement, death or layoff, personal days will be reimbursed, one each, for active employment in the Patrol Division for a minimum of thirty (30) calendar days in each period between January 1 and June 30 and between July 1 and December 31 of the calendar year.

## ARTICLE VI, SICK LEAVE, LEAVE OF ABSENCE AND OTHER LEAVE

### Section 1 - Sick Leave

1. As used in this subsection, sick leave shall mean paid leave that will be granted to an employee who, through sickness or injury, becomes incapacitated to a degree that makes it impossible for him to perform the duties of his position, or who is quarantined by a physician because he has been exposed to a contagious disease.
2. A certificate from the employee's doctor or department physician shall be required as sufficient proof of the need for sick leave after two (2) working days. During sick leave periods of thirty (30) consecutive days or more, an additional doctor's certificate shall be furnished within three (3) days after the initial thirty (30) days period and every thirty (30) days thereafter. Such certificates shall state the nature and prognosis of the illness or injury.
3. In the first (1st) years of employment, an employee shall be entitled to one (1) working day sick leave for each month of employment. Sick leave shall accumulate on the basis of one and one-quarter (1 $\frac{1}{4}$ ) days per month or fifteen (15) days per year. Sick leave may be accumulated from year to year. No employee shall be deprived of sick leave benefits accrued him for unused sick leave.



4. Accumulated sick leave of not more than four (4) days may be used by an employee for illness, quarantine, restriction, pregnancy or disabling injury affecting a member of his immediate family, provided a physician certifies the need of such employee's personal attendance upon the affected. For the purpose of this paragraph immediate family means spouse, child, parent or unmarried brother or sister.
5. In any case where an employee has exhausted all sick, vacation, personal, compensatory time and all other accrued or accumulated leave, City Council may, upon receiving a request for extended sick leave from a duly authorized physician submitted through the office of the Chief, under N.J.S. 40:11-9, now 40A:14-16, grant additional sick leave up to one (1) calendar year. The Chief of Police shall forward the physician's request for extended sick leave to the City Council within thirty (30) days after receipt thereof. Such determination shall be based on a medical report. Request for additional sick leave under N.J.S. 40:11-19, now 40A:14-16, shall be made at ninety (90) day intervals during the first (1st) calendar year leave when applicable. In considering requests for extended sick leave under this sub-section, the City agrees that it shall not act in an arbitrary, capricious or unreasonable manner.
6. An employee shall not have charged against his accumulated sick leave any time that he may be quarantined due to on the job exposure to any disease.
7. Each officer shall be entitled to receive temporary disability benefits coverage as prescribed in the New Jersey State Division of Unemployment and Disability Insurance Program. Said disability payments shall be made to the officer only after all accrued sick and other leave have been exhausted. Under said program, it is mandatory for all officers to participate in the payment of premiums in accordance with the regulations adopted by the New Jersey State Division of Unemployment and Disability.
- 8.A. Sick leave buy back: A police officer with ninety (90) days of accumulated sick leave has the option to exchange sick leave for cash during each calendar year based on attendance during that year. Sick leave days can be exchanged as follows:

<u>Days Absent</u>	<u>Number of Sick Leave Days That Can Be Exchanged</u>
0	5
1	4
2	3
3	2

8.B. Sick days shall be exchanged at the annual base pay rate in the year that the sick days were accumulated.

C. An officer exercising this option shall inform the office of the Treasurer no later than October 15th of each calendar year.

## Section 2 - Leave Of Absence As Result Of Injury In The Line Of Duty

1. When an employee is injured in the line of duty, the City Council shall, pursuant to N.J.S. 40A:14-16, pass a resolution giving the employee up to one year's leave of absence with pay, upon sufficient medical evidence or proof of the inability of the employee to work. Said leave shall be granted in units of thirty (30) days at one time. When such action is taken, the employee shall not be charged any sick leave for time lost due to such injury.
2. Prior to the passage of the resolution referred to in Paragraph 1, a contract shall be executed between the employee and the City, setting forth that the employee shall reimburse the City for monies he may receive for Worker's Compensation, for temporary benefits. Reimbursement to the City of Linden is limited to monies paid by the City to the employee in salary in the course of the employment.

## Section 3 - Sick Leave Donor System

1. Each officer may, at his option, participate in a "sick leave donor system" which shall enable participating employees who have exhausted all accrued sick and other leave to continue receiving sick leave donated by fellow officers. The following conditions shall apply to the sick leave donor system:
  - a. All donations of sick leave will be on a voluntary basis;
  - b. A committee consisting of five (5) individuals will be set up to administer the donation of sick leave. Said committee must include the Chief of Police, a person designated by the Chief and three (3) individuals designated by the President of the PBA;
  - c. A list of all officers of the Linden Police Department who wish to donate any sick days shall be maintained by the City;

- d. The list used for the donation of sick time will be by seniority, starting by rank seniority for all superiors then seniority by length of service for all patrol officers, etc.;
- e. No more than a total of five (5) sick days may be donated by any one (1) officer to any other officer(s) during a calendar year;
- f. The only time a donation of sick time may be asked for by an officer is when he has exhausted all his accumulated sick leave, vacation, holidays, personal days, compensatory time off and all other time off entitlement;
- g. The Chief's Office will at the end of each January prepare a report of the sick time used by all officers to the committee that administers the donation of sick time so that any officer wishing to donate same will know if the officer requesting such a donation has been abusing his own sick time;
- h. The donation or refusal to donate sick time will be kept confidential from all others except that of the committee that administers same;
- i. A list of the officers and the days that they donate will be submitted to and filed in the Chief's Office.

#### Section 4 - Leave Because Of Death In Immediate Family

- 1. Leave with pay shall be granted to an employee in the event of death in his immediate family. The leave shall terminate the day following the funeral. The term immediate family, for the purpose of this subsection, shall include:
  - a. The employee's spouse, child, parent, stepchild, brother, sister, mother-in-law, father-in-law, or other blood relative living in the employee's household.
- 2. One (1) day off with pay shall be granted to an employee for the funeral of his brother-in-law, sister-in-law, aunt, uncles, nieces, nephews and grandparents of both spouses, provided said employee attends the funeral.

#### Section 5 - Military Leave

- 1. Any employee who is a member of the National Guard, Naval Militia, Air National Guard, or reserve com-

ponent of any of the Armed Forces of the United States and is required to engage in field training, as is authorized by law, shall receive paid leave of absence in addition to his vacation.

2. When an employee who is not on probation, has been called to active duty or inducted into the Military or Naval Forces of the United States, he shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service, and the City shall make pension payments required during said leave. Each employee shall be reinstated without loss of privileges or seniority provided he reports to duty with the City within sixty (60) days following his honorable discharge or separation from the Military Service, and provided he has notified the City of his intent to report for duty within thirty (30) days prior to his discharge from Military Service.

#### Section 6 - Outside Employment

Employees may accept outside employment or engage in any outside business activities, providing that such outside employment will not interfere with the employee's performance of his duties, which shall be judged by his immediate supervisor and/or the Chief of Police.

#### Section 7 - Leave Of Absence

The Mayor or Chief, on request of an officer, upon seven (7) days' notice, may grant up to one year's leave of absence without pay to said officer, when confirmed by City Council. Said leave may only be granted upon receipt of a written request signed by the officer. If an officer overstays such leave without valid reason, his employment with the City shall be deemed to be terminated. During a requested leave of absence an employee's seniority shall cease to accrue and all other benefits, considerations and entitlements of any kind shall be suspended. The City shall notify the employee within thirty (30) days which benefits shall cease and when such benefits shall cease. Nothing contained in this paragraph shall supersede any Civil Service rulings now on the books.

#### Section 8 - Salary Payment On Death

1. In the event of the death, retirement, or layoff of an officer, payment of salary shall be made up to and including the date of death, retirement or layoff, together with any vacation, holidays, and accumulated sick leave to which the employee may be entitled for services heretofore rendered to the City of Linden. However, payment for accumulated sick leave shall be limited to one (1) day's base pay at the rate which is in effect on the date of death, retirement or termination, for each three days of accumulated sick leave

for the first two hundred and one (201) days of earned sick leave and similarly one (1) day's base pay for each two (2) days of accumulated sick leave over and above two hundred and one (201) days, to a maximum total reimbursement of ten thousand dollars (\$10,000.). In the event of death, an officer's beneficiary or estate will receive payment for all accumulated time earned by the officer up to the date of death.

2. Any officer who chooses to terminate his employment with the Department or who is terminated for reasons other than death, retirement or layoff, will not be entitled to reimbursement for unused sick leave.
3. Upon retirement, an officer may, at his option, defer payment of unused sick leave and vacation time for a period of one (1) year from the official date of said retirement, provided such deferral is permitted by law.

#### Section 9 - Association Business Leave

1. Members of the P.B.A. Good Welfare Committee are designated as the P.B.A. Negotiating Committee. These members, seven (7) in number, shall be granted leave from duty with full pay for all meetings between the City and the P.B.A. for the purpose of negotiating the terms of an Agreement, when such meetings take place at a time during which such members are scheduled to be on duty.
2. As in the past, the P.B.A. President shall be granted time off without loss of regular pay or time due to attend regularly scheduled State and Local P.B.A. meetings when such meetings are conducted at a time when the President is scheduled to work. Additionally, the P.B.A. President shall, without loss of pay, be granted time off during working hours to attend any scheduled hearing or a grievance to the within Agreement or any emergent personnel or departmental problem where his attendance has been requested by either the Police Chief or a police officer. The aforementioned time off for scheduled meetings or hearings shall only be granted upon written notice to the Chief.
3. The P.B.A. Grievance Committee, seven (7) in number, shall be granted leave with full pay for all meetings between the City and the P.B.A. for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.
4. The State Delegate of the P.B.A. shall be granted leave from duty with full pay for all meetings of the State P.B.A. and the County P.B.A. meetings and all

membership meetings of the Local P.B.A. when such meetings take place at a time when such officer is scheduled to be on duty.

5. The President, State Delegate and two (2) alternate delegates elected to represent the P.B.A. at their annual convention shall be granted leave from duty with full pay to attend said convention.

#### ARTICLE VII. OTHER BENEFITS

##### Section 1 - Clothing Allowance

1. Each new member of the Department shall, on the date of his hire, be outfitted with a complete winter and summer uniform. Such uniform shall consist of three shirts and two trousers for each season (winter and summer), a Tuffy coat, one winter coat, one hat and two ties, not less than \$850.00 total cost during the initial twenty-four (24) months of employment. In the event an employee resigns or is terminated from the department within eighteen (18) months of hire the entire uniform issue or the equivalent cost thereof shall be returned or paid to the City. Each new member of the Department shall also be issued, upon the date of hire, all necessary standard police equipment inclusive of a service revolver, badge, night stick and handcuffs.
2. All officers are responsible for turning in all Departmental clothing and equipment upon separation from the Linden Police Department. If this equipment is not turned in, the City shall deduct the value of same from the employee's last pay check.
3. Each uniformed officer shall receive from the City an annual clothing credit of \$450.00 in 1987 and \$500.00 in 1988 for replacement of clothing and equipment. All uniformed officers with five (5) or more years of accredited service in the Department, may no later than January 15, of each year, have the option of receiving up to three-fourths (3/4ths) of the allocated clothing allowance in cash. The aforesaid cash payment is intended to be used to purchase particular types of individual officer's clothing and equipment not furnished by the City. Except for the aforesaid cash allowance, the replacement of clothing and equipment shall be selected by each employee and shall be purchased by the City in the usual manner. The accepted bid price shall be forwarded to the P.B.A. by the City. The difference between the actual retail price of the clothing and equipment and the accepted bid price thereof shall be credited to the account of each officer for the purchase of additional clothing and equipment.

4. Effective June 1, 1987 each member of the plainclothes and detective ranks shall receive four hundred and fifty dollars (\$450.00) in lieu of clothing issue and effective January 1, 1988 each member of the plainclothes and detective ranks shall receive five hundred dollars (\$500.00) in lieu of clothing issue. This amount shall be paid in June of each year.
5. Each officer shall receive from the City an annual non-taxable cash clothing maintenance allowance of four hundred dollars (\$400.00) in 1987 and four hundred fifty dollars (\$450.00) in 1988 for maintaining and cleaning of his/her uniforms. All officers shall receive said payments in the first pay period of December in each calendar year.
6. If, in the performance of his duty, an officer's uniform or equipment is damaged, or if not due to negligence on the part of the officer, personal effects (i.e. eyeglasses, watches, etc.) are damaged or broken, the City shall replace same upon the discretion and approval of the Chief. Approval shall not be unreasonably withheld.
7. In the event an officer terminates his employment in the Department in any manner whatsoever, said officer or his estate shall receive a pro rata reimbursement for clothing allowance and clothing maintenance, whenever possible.

## Section 2 - Insurance Benefits

1. All bargaining unit employees covered by this Agreement and their eligible dependents shall be entitled to full coverage of Blue Cross-Blue Shield Hospitalization Plan, including Rider "J", and Major Medical, under the State Plan, the premiums of which shall be paid for by the City. Additionally, upon retirement, all employees and their eligible dependents shall be entitled to all health benefits as provided through Chapter 38 Public Laws of the State of New Jersey--1974, as it exists and may be amended.
2. The City shall provide all officers and their eligible dependents with dental care, vision care and prescription drug benefit plans. The entire cost of premiums to these benefit plans will be paid by the City.
3. The City shall provide each employee with an individual life insurance policy payable upon death in a face amount of not less than \$15,000.00 and shall further pay the premiums upon said policy and shall not cause the said policies to be encumbered in any way whatsoever.
4. An immunization program is to be provided under the administration of the Chief of Police.

5. Whenever any civil action has been or shall be brought against any employee covered by this Agreement for any act or omission arising out of or in the course of or within the scope of the performance of his duties, the City shall defend such employee and shall defray all costs of defending such action, including the payment of reasonable counsel fees and expenses, judgments, and costs of appeal, if any. Should any criminal or disciplinary action be instituted against employees entitled to defense in civil actions according to the foregoing sentence for any such act or omission arising out of his employment as a Police Officer, the City shall reimburse him for the cost of defending such proceedings, except that punitive damages assessed against such employees shall be specifically excluded. Such reimbursement shall include reasonable counsel fees and costs together with the cost of appeals, if any. The City Attorney shall provide legal services for such employee or the governing body shall engage special counsel at reasonable fees to handle the defense of such employee. If the employee does not accept the services offered by the City of Linden, he shall be responsible for his own fees and expenses. Funds shall be allocated in the annual budget for any prospective legal fees for such action.

### Section 3 - College Incentive Plan

An police officer attending school to attain an Associate Degree in Police Science shall in addition to his regular annual salary receive eleven dollars (\$11.00) per credit earned, up to a maximum of one hundred thirty-two (132) credits and upon satisfactory completion of each course with a minimum passing grade of "C" or its equivalent, each officer shall be reimbursed for all book and tuition costs. This additional compensation shall be effective January 1 and July 1 of the current year, whichever date is closest to having earned such credit.

## ARTICLE VIII. COMPENSATION

### Section 1 - Salary

1. The City will pay each officer at the end of each two week period.
2. Base salary (for the purpose of this Agreement) shall be the highest salary that an officer is duly and properly authorized to receive at the beginning of each calendar year. Salaries for officers shall be paid in accordance with the following schedule:



<u>Rate</u>	<u>1/1/87</u>	<u>1/1/88</u>	<u>1/1/89</u>
Police Officer 1st Grade	\$31,826	\$33,895	\$36,098
Police Officer 2nd Grade	30,854	32,860	34,996
Police Officer 3rd Grade	29,879	31,821	33,890
Police Officer 4th Grade	28,906	30,785	32,786
Police Officer Probationary	18,626	18,626	18,626

3. Each police officer shall receive the 1st Grade base salary upon the completion of five (5) years of service.
4. Police officers assigned to Detective Investigative status shall receive, in addition to their annual base salary, an amount equivalent to seven and one-half percent (7½%) of the annual base rate pay of a Police Officer First Grade. One-third of the addition shall be paid as of the effective date of the assignment; one-third six (6) months after the effective date of the assignment; and one-third twelve (12) months after the effective date of the assignment.
5. Police officers assigned to the Special Investigative Unit will receive annually an additional five hundred dollars (\$500.00) in 1987 and an additional five hundred fifty dollars (\$550.00) in 1988, over and above their annual base salary.
6. Only police officers assigned to the Patrol Division are eligible for assignment as Training Officers. Not less than six (6) officers shall be assigned to this position. They shall receive an additional four hundred dollars (\$400.00) annually over their base annual salary.

#### Section 2 - Longevity

1. All full time sworn and classified bargaining unit employees employed prior to January 1, 1975 are eligible for a longevity pay program in the following manner.

Each classified employee who shall have completed more than five (5) years but not less than ten (10) years of consecutive service shall be entitled to a longevity payment of 2% of his salary:

More than 10 years, but less than 15 years	4%
More than 15 years, but less than 20 years	6%
More than 20 years, but less than 25 years	8%
More than 25 years	10%

- 1A. Longevity for employees entitled thereto between the period of January 1st to June 30th shall commence on the preceding January 1st. Longevity for employees entitled thereto for the period of July 1st to December 31st shall commence on the preceding July 1st. The longevity shall be calculated based on the salary as of December 31st of the preceding year.

2. In no case will the longevity pay exceed the sum of one thousand two-hundred dollars (\$1,200.00) annually.
3. Additional compensation of any nature, including overtime pay, will not be considered in computing longevity pay.
4. Salaries shall be paid in equal bi-weekly installments to employees.
5. In computing the periods of longevity payments, credit will be given for all times served with the City, which time must be consecutive and uninterrupted. Any interruption in service due to a cause beyond the control of the employee, such as Military Service, injury in the line of duty, or illness, shall be considered as service for the purposes of determining the compensation of said longevity periods. Leaves of absence granted at the request of the employee will not be considered in determining length of service.

### Section 3 - Worker's Compensation

All members will be covered by Worker's Compensation.

## ARTICLE IX. MISCELLANEOUS

### Section 1 - Definitions

1. Full Time Sworn Employees: Full time sworn employees are all regular full time Police Officers, Investigative Detectives and Plain clothesman employed by the City, in the Police Department, who shall be subject to twenty four (24) hour call, which includes Sundays and Holidays.
2. Established Annual Salary: The established annual salary shall mean base salary plus longevity.
3. Increments: All increments for employees entitled thereto between the period of January 1st and June 30th shall commence on the preceding January 1st. Increments for employees entitled thereto for the period of July 1st to December 1st shall commence on the preceding July 1st.
4. Emergency: The term emergency as used herein shall mean any unusual conditions caused by fire, disaster, civil disturbance, melee or riot or vacancies caused by sickness or injury reported or having occurred less than twelve (12) hours prior to the commencement of the employees' tour of duty whereby the safety of.

the public is endangered or imperiled or where an entire shift is held over or an entire shift is called in early.

5. Seniority: Seniority is defined to mean the accumulated length of continuous service with the Department, computed from the last date of hiring. An employee's length of service shall not be reduced by time lost due to Military Service, injury in the line of duty or illness. Seniority shall be lost and employment terminated if any of the following occur:
  - a. Discharge
  - b. Resignation
  - c. Absence of five (5) consecutive working days without leave or notice.
- 5A. Rank Seniority: Rank seniority is defined as the accumulated length of continuous service in a single rank classification.
- 5B. Division Seniority: Division Seniority is defined as the accumulated length of continuous service in a particular division of the Police Department.
- 5C. With the exception of the Patrol Division, Division Seniority by rank shall prevail in the selection of vacations and days off.

In the Patrol Division, Rank Seniority shall prevail in the selection of vacations, work shifts and days off.
6. Scheduled Holidays: When an officer has been granted a day off officially on the bulletin board.
7. Compensatory Time: An appropriate amount of time-off for time worked.

## Section 2 - Other Terms And Conditions

1. For the purpose of computing an officer's daily rate of pay, divide the officer's established annual salary by 260 days.
2. Each officer shall have the right to inspect his entire personnel file on reasonable notice and at reasonable times, provided a designated superior officer is present at the time of inspection.
3. The City agrees that the individual officer will be notified if material derogatory to such individual officer is placed in his personnel file.

4. An officer will be permitted to volunteer his earned holidays off with pay or vacation days to another officer of the same or lesser grade classification in the same division of the Department.

#### ARTICLE X. MANAGEMENT RIGHTS CLAUSE

All, powers, duties and responsibilities which the Mayor, Governing Body and Department Chiefs had prior to signing to the Agreement, including but not limited to the right to hire, promote and discharge, suspend or otherwise mete out discipline for good and just cause, shall continue to be retained by them, except insofar as specifically limited by the Agreement, and then only insofar as such limitations are legal.

#### ARTICLE XI. GRIEVANCE PROCEDURE AND ARBITRATION

1. In the event that any difference or dispute should arise between the City and the P.B.A., or its members employed by the City, concerning the application or interpretation of the terms of this Agreement, an earnest effort shall be made to settle such differences or disputes immediately and in the following manner, provided the grievance is filed in writing within ten (10) calendar days of its occurrence or employee knowledge thereof:

Step 1. - A meeting shall be held immediately between the aggrieved employee and the superior in charge. The superior shall render a written decision in the matter within five (5) working days of the meeting.

Step 2. - If no satisfactory agreement is reached at Step 1, a meeting shall be held within twenty (20) working days thereof between the aggrieved employee, a P.B.A. representative and the Chief and Mayor. The Chief and Mayor shall render a written decision in the matter within ten (10) working days of the meeting.

Step 3. - In the event that such dispute, difference or grievance shall not have been satisfactorily adjusted between the parties in the manner provided above, then such dispute, difference or grievance shall be submitted to arbitration within twenty (20) working days at the request of either party to the New Jersey Public Employment Relations Commission (PERC). An arbitrator shall be selected by the parties in accordance with the Rules of PERC. The decision of such arbitrator shall be binding and final upon the parties. The parties agree that the expenses of the arbitration shall be borne equally between them. Only the P.B.A. or the City shall have the right to submit a matter to arbitration.

2. At the request of a Police Officer, a representative of the P.B.A. shall be present when the reading of formal charges against an Officer and that Officer's pleading occurs and at all subsequent stages of the formal hearing procedure.

ARTICLE XII

This Agreement shall be effective retroactive to January 1, 1987 and shall expire December 31, 1989. Either party wishing to terminate; amend, or modify this Agreement after December 31, 1989 must do so by giving written notice to the other party no later than 120 days and no less than 60 days prior to December 31, 1989.

In the event a notification of termination of this Agreement is given by either party as required above and a new contract has not been entered into by January 1, 1990, it is agreed and understood that this Agreement shall remain in full force and effect until such new contract is ratified by both parties.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals the date and year first written above.

CITY OF LINDEN:

City of Linden: \_\_\_\_\_

*Paul Werkmeister*

By: Paul Werkmeister, Mayor

Attest:

*Val Imbriaco*

By: Val Imbriaco, City Clerk

Linden P.B.A.  
Local #42

*Richard Cirelli*

By: RICHARD CIRELLI, PRESIDENT

Certified to:

copy.

Attest:

*Val Imbriaco*  
City Clerk,

Date: 9/1/88

*Edward Ryzynk*

By: EDWARD RIZYNK, SECRETARY

A RESOLUTION AUTHORIZING THE EXECUTION  
OF AN AGREEMENT BETWEEN THE CITY OF  
LINDEN AND THE NEW JERSEY STATE POLICEMEN'S  
BENEVOLENT ASSOCIATION, LOCAL #42, ALSO  
REFERRED TO AS "P.B.A."

WHEREAS, the City of Linden and the New Jersey State  
Policemen's Benevolent Association, Local #42, also referred  
to as "P.B.A.", have reached an agreement with regard to rates  
of pay, hours of work, fringe benefits, working conditions, and  
other matters, for the years 1987, 1988 and 1989;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY  
OF LINDEN that the Mayor and the City Clerk are hereby authorized  
to execute the above mentioned agreement.

PASSED: May 17, 1988

Richard T. Brzezicki  
President of Council

APPROVED: May 18, 1988

Paul Werkmeister  
Mayor

ATTEST:

Val D. Imbriaco  
City Clerk